

**REMARKS****A. INTRODUCTION**

Claims 1-27 are pending and rejected.

Upon entry of this Amendment:

- Claims 1-13 and 15-19 will be pending
- Claims 14 and 20-27 will be cancelled without prejudice
- Claims 1 and 4 will be the only independent claims

**B. SECTION 103(A) REJECTIONS**

Claims 1-27 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Chu (U.S. Patent Publication No. 2004/0148221), and further in view of Zotto (U.S. Patent Publication No. No. 2004/0009815). We respectfully traverse the Examiner's Section 103(a) rejection.

**1. Claims 14 and 20-27 are cancelled**

Claims 14 has been cancelled; the specific additional limitation of Claim 14 is now recited in independent Claim 4.

Claims 20-27 are cancelled without prejudice by this Amendment, solely for business reasons and to focus examination resources on the remaining claims. Applicants intend to pursue the subject matter of Claims 20-27 in one or more continuing applications.

**2. Claims 1-3**

Claims 2 and 3 depend from independent Claim 1.

With respect to Claim 1, the Examiner asserts that Zotto teaches determining at least one product guarantee to offer a player based on the geographic location at par. 0024. Applicants respectfully disagree. Although Zotto suggests first determining what particular game content a user would like, and then determining from where to deliver that game content based on the geographic location of the user, nothing in 0024 or otherwise in Zotto appears to suggest that a particular determined product guarantee to offer a player has anything to do with a geographic location. For instance, the particular game content that is to be delivered is not even selected based on location—location is used merely to determine from which of several locations of identical stored game content to transmit the data. The actual content is not determined based on location.

In contrast, Claim 1 allows for at least one product guarantee to offer a player to be determined based on a geographic location, allowing, for example, the

location of the player to factor into determining exactly what product guarantee(s) is offered.

With respect to Claims 2 and 3, the Examiner finds that para. 40 teaches that a user may request more information regarding an advertised product. The Examiner asserts that “in view of examiner,” Chu thus discloses “this information could be used to request geographic information of an advertised product.” Applicants respectfully disagree. Applicants cannot support for this finding in the cited paragraph, or otherwise in Chu. Chu is silent as to what particular types of information could be requested, much less whether “geographic information” could be requested, and therefore does not suggest a prize sponsor is associated with respective geographic data in the Chu system.

The Examiner also states the mention of local and remote users in para. 40 “points to display of geographic information of advertised products,” “identifying a local prize sponsor from the plurality of prize sponsor [0042] based on the geographic location,” and “in which the product guarantee is associated with local prize sponsor.” Applicants respectfully disagree. There is nothing in the mention of “local” or “remote” users (which is used merely to indicate that a player may be “remote” from a user computer of a “local” user) or otherwise in Chu that suggests that in the Chu system whether or not a user is “remote” has anything to do with geographic data associated with a prize sponsor, or identifying whether a prize sponsor is local to a user or not. In Chu, “local” and “remote” are only used to distinguish users from one another—those terms have nothing to do with proximity or location of, or relative to, any prize sponsor.

Accordingly, neither Chu nor Zotto teaches or suggests:

*a second storage device in communication with the game server, the second storage device storing data that identifies a plurality of prize sponsors, in which each prize sponsor of the plurality of prize sponsors is associated with respective geographic data, as recited in Claim 2; or*

*identifying a local prize sponsor from the plurality of prize sponsors based on the geographic location and the respective geographic data associated with each prize sponsor; and*

*determining a product guarantee to offer the player,*

*in which the product guarantee is associated with the local prize sponsor, as recited in Claim 3.*

For at least these reasons, Applicants submit that no combination of Chu and Zotto teaches or suggests all of the features of Claims 1-3.

### 3. Claims 4-19

Claims 5-19 depend, directly or indirectly, from independent Claim 4.

Although Applicants do not believe such an amendment is necessary for patentability, Claim 4 has been amended without prejudice to include the additional step previously recited in Claim 14 (now cancelled): *determining a plurality of offers based on the geographic data.*

With respect to Claim 14, the Examiner stated:

In view of Examiner, reference to local user in paragraph 0040 means that game elements are based on geographic data. Further Chu mentions in paragraph 0043 that advertisers may require game players to match a preferred profile to view specific advertisements, which could also be interpreted as geographic information.

Applicants respectfully disagree with both of the above findings. First, as discussed above with respect to Claims 2 and 3, nothing in Chu's reference to "local user" even hints that any game element is based on geographic data, or suggests such a feature. A "local user" is simply one using "user computer 180", and a "remote on-line user" is a user who is not using "user computer 180." The distinction is used to describe how the Chu system could include an "on-line game" allowing players using different computer (and therefore potentially at different locations) to participate in the same game. See [0038].

Nothing in Chu's reference to "local" or "remote" users suggests that the relative locations of users to one another has anything to do with the advertisements that may be presented during game play, or that the location of a user is used in any way to select what advertisements are presented. Chu is devoid of any hint of determining whether an advertiser is local to a particular user; only the relative locations of different users are mentioned in Chu.

Second, contrary to what is extrapolated improperly from [0043-0044], Chu's discussion of a "preferred profile" is devoid of any hint that geographic location is a relevant or desirable criterion. [0043-0044] refer to a user's game play history (e.g., time playing, points accumulated), age, time, or required player actions, as conditions for displaying a particular advertisement—none of these criteria hint at the desirability of using location as a criteria.

As Claim 4 now recites the feature of *determining a plurality of offers based on the geographic data*, Applicants respectfully submit that Claims 4-19 contain allowable subject matter.

### C. ADDITIONAL COMMENTS

Our silence with respect to the Examiner's other various assertions not explicitly addressed in this paper, including assertions of what the cited

reference(s) teach or suggest, the Examiner's interpretation of claimed subject matter or the Specification, or the propriety of any asserted combination(s) of teachings, is not to be understood as agreement with the Examiner. As the Examiner has not established an un rebuttable prima facie case for rejecting any of the claims as pending, for at least the reasons stated in this paper, we need not address all of the Examiner's assertions at this time. Also, the absence of arguments for patentability other than those presented in this paper should not be construed as either a disclaimer of such arguments or as an indication that such arguments are not believed to be meritorious.

**D. PETITION FOR EXTENSION OF TIME TO RESPOND & AUTHORIZATION TO CHARGE APPROPRIATE FEES**

We understand that a three-month extension of time to respond to the Office Action is necessary. Please grant a petition for any extension of time required to make this Response timely. Please also charge any other appropriate fees set forth in 37 C.F.R. §§ 1.16 – 1.18 for this paper and for any accompanying papers to:

Charge: \$1050.00

Deposit Account: 50-0271

Order No.: 03-032

Please credit any overpayment to the same account.

**E. CONCLUSION**

It is submitted that all of the claims are in condition for allowance. The Examiner's consideration is respectfully requested.

If the Examiner has any questions regarding this paper or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 461-7292 or via electronic mail at mdowns@walkerdigital.com.

Respectfully submitted,

July 31, 2008  
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